

**COCONINO COUNTY
NOTICE OF REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Clerk of the Board of Supervisors for furnishing the following items or services to Coconino County as follows:

UNTIL: **August 25th, 2015 at 2:00PM** FOR

RFP NUMBER: **2016-102**

ITEM: **Vehicle Collision and Body Repair**

QUANTITY: **Approximately \$70,000 Annually**

Specifications and proposal forms are available upon request. For any questions, contact Coconino County Purchasing Department, 219 E. Cherry Ave., Flagstaff, Arizona 86001. Telephone (928) 679-7190 or visit the County web site at <http://www.coconino.az.gov>.

Proposals shall be opened and the names of the Proposers publicly read in the meeting room of the Board of Supervisors, Flagstaff, Arizona. Details of each proposal shall not be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award recommendation made. Award shall be made with reasonable promptness by giving written notice to the Proposer whose proposal best conforms to the invitation and will be the most advantageous to Coconino County. Other factors to be considered may include, but are not limited to, quality, uniformity of product and Proposer's past performance on other contracts. Award may be made to other than the low cost proposal. However, all proposals may be rejected if the Board of Supervisors determines that rejection is in the public interest.

A pre-submittal conference will be held at the Coconino County Public Works Department, 5600 E. Commerce Ave., Flagstaff, AZ 86004, on Tuesday, August 11, 2015 at 10:00AM. Although this meeting is not mandatory, it is strongly recommended that a representative from interested firms attend.

Wendy Escoffier, Clerk
Board of Supervisors
Coconino County, Arizona

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INSTRUCTIONS TO PROPOSERS

1. Proposal price for any materials or equipment furnished shall be F.O.B. Flagstaff, including delivery to County using point, unless otherwise indicated in the Proposal specification. Federal excise tax, if there is such a tax involved, shall be excluded in every case. However, the amount of the excise tax excluded shall be stated by the vendor submitting the Proposal. Proposal prices shall be firm. All relevant state and local taxes shall be included in the final Proposal amount shown. Out-of-state taxable purchases are subject to a 5.6% Arizona use tax, and out-of-state Proposers are responsible for computing this tax and including it in the final Proposal amount shown.
2. Unless otherwise stated in the Proposal specifications, services are to commence within twenty (20) days after receipt of a purchase order by the successful Proposer.
3. **ONE (1) ORIGINAL AND SIX (6) COPIES OF PROPOSALS SHALL BE SUBMITTED.** In submitting Proposals, please reference the serial Proposal number on the call for Proposals for the purpose of identification. **All Proposals shall be submitted with original ink signatures by the person authorized to sign.**
4. Proposals shall be delivered to and time stamped in the office of the Clerk of the Board of Supervisors, 219 E. Cherry Avenue Second Floor, Flagstaff, Arizona, 86001, on or before the day and hour set for the opening of Proposals in the published notice. Proposals shall be enclosed in a sealed envelope bearing the title and number of the serial Proposal. It is the sole responsibility of the Proposer to see that his/her Proposal is received at the proper time. Neither electronic nor “faxed” proposals shall be accepted.
5. Erasures, interlineations or other modifications in the Proposal shall be initiated in original ink by the authorized person signing the Proposal.
6. In the case of errors in extension of prices in Proposal, the unit price will govern.
7. When a pre-Proposal conference is scheduled all prospective Proposers are urged to have a representative present. In any case where this is not possible it is the Proposer’s responsibility to make certain that any information disclosed at the conference is considered when preparing a Proposal. Under no circumstances will the County consider making an adjustment in Scope of Work or Fee Amount after Proposals are opened based on the Proposer’s ignorance of information disclosed at the Proposal conference.
8. Any Proposer may withdraw his/her Proposal, either personally or by written request, at any time prior to the closing time for receipt of Proposals.

9. It is the express responsibility of the Proposer to be aware of any and all addenda that has been issued for this solicitation. All addenda are posted on the County and Demand Star web sites and will also be sent to any known plan holders for the solicitation. By submitting this signed offer, the vendor/contractor affirms that they are aware of any addenda and have prepared their offer in accordance with the issued addenda. No allowances will be made for an offeror's failure to inform themselves of addenda content."
10. Proposals will be opened and read in the meeting room of the Board of Supervisors at the time indicated in the call for Proposals. Details of each proposal, including proposed fees shall not be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award made.
11. Proposals received after the scheduled closing time for receipt of Proposals will be returned, unopened, to the Proposer(s).
12. Per A.R.S. 11-254.01, award will be made with reasonable promptness to the Proposer whose Proposal best conforms to the Proposal Scope of Work and will be most advantageous to the County with respect to price, conformity to Scope of Work, and other factors.
13. All Proposals may be rejected if the Board determines that rejection is in the public interest.
14. The County reserves the right to waive any informalities in accepting and evaluating Proposals.
15. If a person contemplating a Proposal for a proposed contract is in doubt as to the true meaning of any part of the Proposal documents, or finds discrepancies in or omissions from said documents, he/she shall submit to the Coconino County Purchasing office a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery.
16. It is the responsibility of all Proposers to examine the entire set of Proposal documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a Proposal. The Proposer is required to insure that the documents received through any electronic method or Bid posting service are complete. Negligence in preparing a Proposal confers no right of withdrawal after due date and time.
17. Questions regarding the Scope of Work received less than forty- eight (48) hours before the Proposal opening shall not be answered. Any interpretation or correction of the proposed documents will be made only by addendum, duly issued, and a copy of such addendum will be mailed or delivered to all who are known to have received a set of Proposal documents. Coconino County is not responsible for any other

explanations or interpretations of the proposed documents.

18. Failure on the part of the Proposer to comply with all of these instructions may result in Proposal rejection by the Board of Supervisors.
19. All Proposal prices shall be guaranteed by the Proposer to remain unchanged for a period of sixty (60) days from and including the date of the Proposal opening.
20. The Proposal specifications shall take precedence in any situation where the instructions to Proposer and the Proposal specifications are contradictory.
21. Coconino County, City of Flagstaff, Flagstaff Unified School County, Northern Arizona University, and Coconino Community College have implemented an Intergovernmental Cooperative Purchasing Agreement. The County is also a member of the cooperative purchasing group Strategic Alliance for Volume Expenditures (SAVE), which allows participating agencies to utilize awarded County contracts. Vendor(s) shall acknowledge and agree that the Proposal and proposal prices offered to the County will also be offered to these additional agencies should they elect to purchase off of this contract. Vendor shall note how long the Proposal prices shall remain firm. Each agency shall be responsible for ordering and payment of each order placed through this cooperative purchasing agreement.
22. **All proposers shall complete the attached Disclosure of Responsibility Statement and the Non-Collusion Affidavit. Failure to do so may result in rejection of that proposal.**
23. Coconino County and vendors will use their best cooperative efforts to resolve disputes arising in the normal course of business at the lowest organizational level between each party's staff with appropriate authority to resolve such disputes. When a dispute arises which cannot be resolved in the normal course of business, the authorized persons shall notify the other of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. The authorized persons shall use their best good faith efforts to resolve the dispute within five business days of submission by either party to the other of such dispute notice.
24. All known sub-contractors to this project must be indicated in the submittal. No subcontract will be construed as making the County a party of or to such subcontract, or subjecting the County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Independent Contractor of liability and obligation under this contract; and despite any such subletting, the County shall deal through the Independent Contractor. Subcontractors will be dealt with as workmen and representatives of the Independent Contractor.
25. The Proposer's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental, and safety laws,

regulations, standards and ordinances regardless of whether or not they are referred to by the County. The Proposer shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

26. Coconino County's purchasing policy is in accordance with ARS 11-254.01. The County Board of Supervisors had adopted and approved this policy. The policy can be viewed on the County web site at <http://coconino.az.gov/purchasing/>.
27. Any proposer objecting to the recommendation of award, rejection of a bid, solicitation procedures of a bid, or any portion thereof (the Protester), must submit a written protest to the Purchasing Manager. This protest must be submitted prior to the Board of Supervisors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Purchasing Manager within five business days from notification of the recommendation. Complete dispute instructions and process can be found in Section Nine (9) of the Coconino County Purchasing Policy <http://www.coconino.az.gov/purchasing>

RFP 2016-102
Vehicle Collision and Body Repair

1.0 Intent

It is the intent of the Coconino County Public Works Department to enter into an agreement with a qualified Independent Contractor to provide passenger car and light truck body repairs and collision repairs.

2.0 Proposer's Qualifications

- 2.1 The Independent Contractor shall be capable of performing the class of work contemplated. Before the award of an Agreement, the Independent Contractor shall be required to show that they have the necessary facilities, experience, ability, and financial resources to perform the work in a satisfactory manner and within the time allowed.

Vendor Response:

- 2.2 All Independent Contractors must be primarily engaged in the passenger car and light truck body repair business.

Vendor Response:

- 2.3 The County reserves the right to inspect the Independent Contractor's facility and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Contract.

Vendor Response:

3.0 Quantities

- 3.1 Coconino County is obligated during the Agreement period to purchase all of its normal requirements from the Independent Contractor, and the Independent Contractor is obligated to furnish the services which Coconino County requires for its operation. The dollar values and / or quantities stated herein are given as a general guide for bidding and are not guaranteed amounts.

Vendor Response:

- 3.2 The approximate annual value of this Agreement is \$70,000.00. Actual amounts may be more or less than those estimated herein.

Vendor Response:

- 3.3 Should a need arise for supplies or services which are not available from the Independent Contractor, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice to the Agreement.

Vendor Response:

4.0 **Scope of Work**

The Independent Contractor shall furnish all labor, equipment and supervision to provide passenger car and light truck body repairs and collision repairs in accordance with the following:

- 4.1 All jobs will be fully cost-estimated with start and completion dates and written in a clear, legible form to include labor and an itemized listing of replacement repair parts showing retail list price of each part less Independent Contractor's discount percentage. All estimates shall be complete and include all parts and charges with exception of "hidden" damage, which may not be obvious until repairs are initiated.

Vendor Response:

- 4.1.1 All estimates shall be completed and submitted for review by e-mail within twenty-four (24) hours of drop-off of the vehicle.

Vendor Response:

- 4.1.2 No repairs shall be initiated until the County's Fleet Manager or designee reviews the estimate and approves by return e-mail. A vehicle may be withdrawn at this point at the sole discretion of the County.

Vendor Response:

- 4.1.3 In no instance shall any repairs costing above the original estimate be performed without first notifying the Fleet Manager or designee and providing a supplemental estimate indicating additional parts and labor charges.

Vendor Response:

- 4.1.4 The County shall reserve the right to verify, through independent appraisal, to determine if the repair estimate is complete and reasonable.

Vendor Response:

- 4.1.5 The Independent Contractor shall notify the County when repair costs reach or exceed 80% of the vehicle value according to Kelley Blue Book.

Vendor Response:

- 4.2 The County will be responsible for delivering and retrieving vehicles to and from the Independent Contractor's premises for repair purposes.

Vendor Response:

- 4.3 The completion time for repairs will depend on the extent of the damages and are as follows:

- 4.3.1 Jobs costing under \$500.00 shall be completed within five (5) working days.

Vendor Response:

- 4.3.2 Jobs costing from \$501.00 to \$2,000 shall be completed within ten (10) working days.

Vendor Response:

- 4.3.3 Jobs over \$2,000 but less than \$8,000 shall be completed within fifteen (15) working days.

Vendor Response:

- 4.3.4 Jobs over \$8,000 shall be completed within thirty (30) working days.

Vendor Response:

- 4.3.5 Repeated failure by the Independent Contractor to complete jobs within the agreed time frame shall be just cause for contract termination.

Vendor Response:

- 4.4 At its option, the County may supply any tires required for a vehicle repair.

Vendor Response:

- 4.5 All replacement repair parts shall be **NEW OEM Manufactured**. The use of aftermarket or used parts is not acceptable unless approved by the Fleet Manager or designee, in writing.

Vendor Response:

- 4.6 All repairs shall be made to OEM Standards.

Vendor Response:

- 4.7 Periodically during the term of the Agreement, replacement repair parts invoiced may be audited for compliance to the above terms, conditions and specifications.

Vendor Response:

- 4.8 The Independent Contractor shall notify and receive approval from the Fleet Manager or designee before sub-contracting any portion of the work described in this Contract.

Vendor Response:

- 4.9 The Independent Contractor shall provide pictures of each vehicle prior to any repairs being made, and submitted with the final invoice.

Vendor Response:

- 4.10 The Independent Contractor shall provide, upon request by the County, a Manufacturer's Report that confirms all monitoring systems pass self-test and are operational.

Vendor Response:

- 4.11 The Independent Contractor must have a complete body shop meeting the following requirements:

4.11.1 Paint booth.

Vendor Response:

- 4.11.2 Automotive frame straightening machine and front end alignment machine with qualified operator on site.

Vendor Response:

- 4.11.3 A secure locked fenced storage area for all County vehicles, which must meet County approval.

Vendor Response:

4.11.4 Be able to install body wraps or full body decals.

Vendor Response:

4.12 The Independent Contractor shall wash each vehicle before returning to the County following completion of repairs.

Vendor Response:

4.13 Performance Penalties

4.13.1 Vehicle repairs that exceed the time stated in Section 4.3 will be assessed a penalty of \$50.00 per day.

Vendor Response:

4.13.2 Vehicles that are returned to the Independent Contractor for incomplete or sub-standard quality will be assessed a penalty of \$50.00 per day beginning on day of return.

Vendor Response:

5.0 Evaluation of Proposal

5.1 County staff will evaluate all proposals using the criteria below. The County has the right to interview and/or negotiate with any and all proposers.

	Criteria	Score
1	Cost Proposal	50
2	Vendor Facilities and Staff Experience	30
3	Past Performance	20
4	Maximum Points	100

5.2 Scoring Criteria:

5.2.1 The cost proposal will be scored based on the Proposal Form ranking with the lowest cost receiving the most points.

5.2.2 Vendor Facilities and Staff Experience. Higher points will be awarded to the firm with the best facility and more experienced staff.

5.2.3 Past performance with the County will be evaluated and scored accordingly. The Independent Contractor shall send the attached Survey Form (pg. 14) to at least three (3) past governmental or commercial business customers. These surveys are due no later than 2:00PM on 8/25/15. The forms will be a part of the evaluation process.

5.3 All proposals received will be evaluated with respect to the listed requirements. Award shall be made with reasonable promptness by giving written notice to all responsive proposers announcing the successful proposer whose proposal best conforms to the invitation and will be the most advantageous to the County with respect to price, conformity to the specifications and other factors.

6.0 Contract Award

Upon award, a written Agreement will be prepared for signature by both the Independent Contractor and the Coconino County Board of Supervisors. The written Agreement will contain terms and conditions including items listed above as well as the attached Sample Contract (pg. 27).

RFP 2016-102				
Vehicle Collision and Body Repair				
Exhibit "A"				
Col 1 No.	Col. 2 Description	Col. 3 Unit Price	Col. 4 Quantity (Per Year)	Extension (Col. 3 x Col. 4)
1	Body Labor (per hour)		590	
2	Paint Labor (per hour)		350	
3	Mechanical Labor (per hour)		36	
4	Frame Labor (per hour)		18	
5	Paint Materials (per unit)		350	
6	Hazardous Materials (per vehicle)		75	
7	Subtotal			
8	Description	Annual Purchases	% Discount Offered	Extension (Reduce Col. 3 by % Discount Offered)
9	OEM Parts (dollars per year)	\$38,000		
10	TOTAL (Add Line 7 & 9)			

Vehicle Collision and Body Repair

RFP Number: 2016-102

Purchasing Division
219 E. Cherry Ave
Flagstaff, AZ 86001
928-679-7191
928-679-7195 fax

Past Performance Questionnaire for Company

To: _____

Phone: _____

Fax: _____

Subject: Past Performance Survey of:

(Name of Company Being Surveyed)

Coconino County collects past performance information (on firms and key personnel) to assist in procuring/awarding projects based on value. The firm/individual listed above has listed you as a reference for a past project they have completed. We would greatly appreciate it if you would take a few moments to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

Client Name: _____

Date Completed: _____

Project Name: _____

NO	CRITERIA	UNIT	RATING
1	Ability to meet customer expectations for quality of work performed	(1-10)	
2	Ability to manage costs	(1-10)	
3	Ability to maintain repair schedule	(1-10)	
4	Comfort level in hiring the firm again	(1-10)	
5	If a single repair, what was the dollar amount? _____	N/A	N/A
6	What was the year, make and model of vehicle? _____	N/A	N/A
7	How many working days for the completion of the repair? _____	N/A	N/A
8	If you are a fleet customer, how many vehicles per year? _____	(1-10)	
9			

Printed Name (of Evaluator)

Signature (of Evaluator)

Thank you for your time and effort in assisting Coconino County in this important endeavor.

Please fax the completed survey no later than 2:00 pm on 8/25/15 to: Fax # 928-679-7195 or e-mail to srichardson@coconino.az.gov

RFP 2015-102

Vendor Information

Company Name

Address

City / State / Zip

Telephone

Fax

Federal Tax ID #

Authorized Signature

Print Name

Date

e-mail Address

**STATEMENT REGARDING RESPONSIBILITY AND COMPLIANCE
WITH IMMIGRATION AND ANTI-TERRORISM LAWS**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the Independent Contractor. (See procurement policy section 9.11.3 for types of offenses.)

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

9. Per A.R.S. §35-391, offeror hereby certifies that they are in compliance with the Export Administration Act and not on the Excluded Parties List prior to this solicitation.
10. Per A.R.S. §41-4401 offeror hereby certifies compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214 which requires verification of each employee's legal employability, after they are employed, using the "Basic Pilot Program" (also known as E-verify).

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that the above
Company Name

statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this ____ day of _____, 2015

by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires

**AFFIDAVIT BY INDEPENDENT CONTRACTOR
CERTIFYING THAT THERE WAS NO
COLLUSION IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
) ss
COUNTY OF:)
)

(Name of Company, Representative)
being first duly sworn, deposes and says:

That she/he is _____ of
(Title)

(Name of Company)
_____ and

That pursuant to Section 112 (C) of Title 23 USC, he/she certifies as follows:
That neither he/she nor anyone associated with the said

(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or
otherwise taken any action in restraint of free competitive bidding for the RFP:

RFP 2016-102 Vehicle Collision and Body Repair

By: _____
(Name of Individual/Representative)

Subscribed and sworn to before me this _____ day of _____, 2015

Title:

My Commission expires:

(Notary Public)

Sample Contract

INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement")
made this ____ day of _____, 2015,

BETWEEN

INSERT VENDOR NAME, (hereinafter the "Independent Contractor"),

AND

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County");

WHEREAS:

- A. The County has a need to obtain the services of an Independent Contractor to provide vehicle collision and body repairs, (hereinafter the "Service"); and
- B. The County has issued a Request for Proposal RFP 2016-102 "Vehicle Collision and Body Repair" in order to obtain the Service; and
- C. The Independent Contractor has submitted a successful proposal; and
- D. The County desires to contract with the Independent Contractor to provide the Services; and
- E. The Independent Contractor is ready, willing and able to provide the Services on the terms and conditions set out herein.

THEREFORE, in consideration of their mutual promises set out herein, the Independent Contractor and the County agree as follows:

I. Scope of Work

- A. **PURPOSE:** The Independent Contractor shall furnish all labor, equipment and supervision to provide passenger car and light truck body repairs and collision repairs. All jobs will be fully cost-estimated with start and completion dates and written in a clear, legible form to include labor and an itemized listing of replacement repair parts showing retail list price of each part less Independent Contractor's discount percentage.
- B. All estimates shall be complete and include all parts and charges with exception of "hidden" damage, which may not be obvious until repairs are initiated.

1. All estimates shall be completed and submitted for review by e-mail within twenty-four (24) hours of drop-off of the vehicle.
 2. No repairs shall be initiated until the County's Fleet Manager or designee reviews the estimate and approves by return e-mail. A vehicle may be withdrawn at this point at the sole discretion of the County.
 3. In no instance shall any repairs costing above the original estimate be performed without first notifying the Fleet Manager or designee and providing a supplemental estimate indicating additional parts and labor charges.
 4. The County shall reserve the right to verify, through independent appraisal, to determine if the repair estimate is complete and reasonable.
 5. The Independent Contractor shall notify the County when repair costs reach or exceed 80% of the vehicle value according to Kelley Blue Book.
- C. The County will be responsible for delivering and retrieving vehicles to and from the Independent Contractor's premises for repair purposes.
- D. The completion time for repairs will depend on the extent of the damage:
1. Jobs costing under \$500 shall be completed within five (5) working days.
 2. Jobs costing from \$501 to \$2,000 shall be completed within ten (10) working days.
 3. Jobs over \$2,000 but less than \$8,000 shall be completed within fifteen (15) working days.
 4. Jobs over \$8,000 shall be completed within thirty (30) working days.
 5. Repeated failure by the Independent Contractor to complete jobs within the agreed time frame shall be just cause for contract termination.
- E. At its option, the County may supply any tires required for a vehicle repair.

- F. All replacement repair parts used shall be NEW OEM Manufactured. The use of aftermarket or used parts is not acceptable unless approved by the Fleet Manager or designee, in writing.
- G. All repairs shall be made to OEM Standards.
- H. Periodically during the Contract term, replacement repair parts invoiced may be audited for compliance to the above terms, conditions and specifications.
- I. The Independent Contractor shall notify and receive approval from the Fleet Manager or designee before sub-contracting any portion of the work described in this Agreement.
- J. The Independent Contractor shall provide pictures of each vehicle prior to any repairs being made, and submitted with the final invoice.
- K. The Independent Contractor shall provide, upon request by the County, a Manufacturer's Report that confirms all monitoring systems pass self-test and are operational.
- L. The Independent Contractor shall have a complete body shop meeting the following requirements:
 - 1. Paint booth.
 - 2. Automotive frame straightening machine and front end alignment machine with qualified operator on site.
 - 3. A secure locked fenced storage area for all County vehicles, which must meet County approval.
 - 4. Be able to install body wraps or full body decals.
- M. The Independent Contractor shall wash each vehicle before returning to the County following completion of repairs.
- N. The following performance penalties shall be required:
 - 1. Vehicle repairs that exceed the time stated in Section D will be assessed a penalty of \$50.00 per day.
 - 2. Vehicles that are returned to the Independent Contractor for incomplete or sub-standard quality will be assessed a penalty of \$50.00 per day beginning on day of return.

II. Compensation

The compensation to be paid by the County for the work performed by the Independent Contractor under Section I above, shall be based on the fee schedule provided in Exhibit "A". The payment terms will be net thirty (30) days.

III. Term of Agreement

The effective term of this Agreement is for one (1) year from October 1, 2015 through September 30, 2016.

The County reserves the option to extend this agreement for an additional one year period for no more than four (4) additional years. Any change in the fee schedule at the time of renewal will be based on the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) over the previous year, or 3%, whichever is the lesser amount.

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party. The Independent Contractor shall be paid for any work completed up to the date written notice of termination is sent to the other party by first class mail.

V. Insurance

The Independent Contractor will provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the County.

A. In no event will the total coverage be less than the minimum insurance coverage specified below:

- i. Commercial General Liability occurrence version in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two million Dollars (\$2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal and Advertising Injury:	\$1,000,000
Fire Legal Liability:	\$50,000
Each Occurrence:	\$1,000,000

- ii. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include either “any auto” or “scheduled, owned, hired, and/or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards.
 - iii. A Certificate of Insurance for workers’ compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.
- B. The Independent Contractor will name the County, its agents, officials, employees and volunteers as additional insureds for general liability including premises/operations, person and advertising injury, products/completed operations, and as additional insured for automobile liability, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.
- C. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.
- D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.
- E. The Independent Contractor will comply with statutory requirements for both workers’ compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers’ compensation coverage, or Sole Proprietor Waiver, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

VI. Indemnification

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the County and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Independent Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. The Independent Contractor's obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or its employees.

VII. Independent Contractor's Status

The Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the County.

- A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.
- B. The Independent Contractor will operate as an independent entity and none of the employees of the Independent Contractor are to be considered employees of Coconino County. Independent Contractor employees are not eligible for Coconino County group health insurance or other benefits.
- C. The Independent Contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.
- D. In performance of services within this contract, the Independent Contractor shall determine his/her necessary hours of work. The Independent Contractor shall provide whatever tools, equipment, vehicles, and supplies the Independent Contractor may determine to be necessary in performance of services hereunder. The Independent Contractor may establish offices in such locations within or outside Arizona, as the Independent Contractor may determine to be necessary for the performance of services hereunder, and

shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to the Independent Contractor.

- E. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

VIII. Force Majeure

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.

IX. Immigration and Scrutinized Business

Pursuant to A.R.S. 44-4401, Coconino County, as a political subdivision of the State of Arizona, is required to include in all contracts the following requirements:

- A. The Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-314(A).
- B. A breach of warranty under paragraph (A) above shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.
- C. The County retains the legal right to inspect the papers of the Independent Contractor or any of its subcontractors who work on the contract to ensure that Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (A) above.
- C. False certifications may result in the termination of this contract.

X. Non-Appropriation of Funds.

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the County's governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this contract. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

XI. Amendment and Entirety of Contract

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

XII. Records

The Independent Contractor will:

- A. Submit all reports and invoices specified in this Agreement.
- B. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the "Records") for a period of five (5) years after the termination or completion of this Agreement. If any litigation, claim, dispute or audit is initiated before the expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes or audits have been finally resolved. All Records will be subject to inspection and audit by the County at reasonable times. Upon request the Independent Contractor will produce a legible copy of any or all Records.

XIII. Approval by the County

Before this Agreement can become effective and binding upon the County, it must be approved by the County's Board of Supervisors. In the event that the Board of Supervisors fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

XIV. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

XV. Non-assignment

This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

XVI. Cancellation of Agreement

This Agreement may be cancelled by the County pursuant to A.R.S. §38-511.

XVII. Non-discrimination

The Independent Contractor will comply with the State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

XVIII. Notice

Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party's place of business as set forth above.

XIX. Choice of Law

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

XX. Severability

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XXI. Authority

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above terms and conditions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

INSERT FIRM NAME

COCONINO COUNTY
BOARD OF SUPERVISORS

Art Babbott
Chairman

ACKNOWLEDGED before me
by _____ as _____
of and for _____
on this ____ day
of _____, 2015

ATTEST:

Wendy Escoffier
Clerk of the Board

APPROVED AS TO FORM:

Notary Public

Deputy County Attorney